U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

11/16/06

LEASE NO. GS-06P-60050

THIS LEASE, made and entered into this date by and between

Gateway Harrison, Inc., an ownership entity of Los Angeles County Employee Retirement Association (LACERA) - TA Associates Realty

whose address is

28 State Street, 10th Floor Boston, Massachusetts 02109

and whose interest in the property hereinafter described is that of

Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the following described premises: 78,803 rentable square feet that yields 72,255
 ANSI/BOMA office area (usable) square feet and related space together with eleven (11) on site, covered parking spaces for
 Government use at Two Pershing Square, 2300 Main Street, Kansas City, Missouri 64108-2416 as indicated on the attached Exhibit
 "A" drawing, which is attached and hereby made a part of this Lease. The Government shall have the right to ingress to and egress from the premises at all times.

The premises is to be used for Office and related purposes.

- 2. This Paragraph is deleted in its entirety.
- This Paragraph is deleted in its entirety.
- 4. The Government may terminate this lease in whole or in part on or after the fifth (5th) lease year by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- This Paragraph is deleted in its entirety.
- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - a) All labor and materials necessary to alter the space, all building services, supplies, utilities and equipment; including heat, air-conditioning and ventilation, electricity for heat, heating and air-conditioning equipment; window washing; hot and cold water; chilled drinking water; toilet supplies; janitorial services and supplies; initial and replacement lamps, tubes, starters, fuses and ballasts; general security, lawn and landscaping maintenance, building engineers, management, taxes, and insurance, and any and all other services, supplies and equipment and modifications as more specifically set forth in the following attached Solicitation for Offers (SFO) 5MO0111 dated May 24, 2006 that is attached hereto and hereby made a part of this lease.

SFO Summary Section: Paragraphs 1.0 through 1.17

SFO Award Factors Section: Paragraphs 2.0 through 2.2;

SFO Miscellaneous Section: Paragraphs 3.0 through 3.20;

SFO General Architectural Section: Paragraphs 4.0 through 4.13;

SFO Architectural Finishes Section: Paragraphs 5.0 through 5.25;

SFO Mechanical, Electrical, Plumbing Section: Paragraphs 6.0 through 6.19; SFO Services, Utilities, and Maintenance Section: Paragraphs 7.0 through 7.10;

SFO Safety and Environmental Management Section: Paragraphs 8.0 through 8.12;

SFO Lease Security Standards: Paragraphs 9.0 through 9.32.

- b) Management of the building and Lessor's insurance costs are included in the rental consideration.
- 7. The following are attached and made a part hereof:

The General Provisions and Instructions (Standard Form 2 - A ______edition).

Standard Form 2 (SF2), consisting of 2 Pages

Rider to SF2, consisting of 3 pages marked Sheets 2A through 2C containing Paragraphs 9-27

Above referenced portions of Solicitation for Offers (SFO) Number 5MO0111, consisting of 42 Pages

Form 3517, General Clauses, consisting of 2 Pages

GSA Form 3518, Representations and Certifications, consisting of 7 Pages

GSA Standards of Conduct, consisting of 2 Pages

Exhibit "A" drawing of approximate area to be leased, consisting of 2 Pages

8. The following changes were made in this lease prior to its execution: Paragraphs 2, 3 and 5 are deleted in their entirety. The words "The General Provisions and Instructions (Standard Form 2A,... edition)" were deleted in Paragraph 7 above. Sheets 2A through 2C consisting of Paragraphs 9 through 27, and Exhibit "A" drawing were added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.			
GATEWAY	HARRISON, INC.		
	Retirement Association (LACERA) – TA Associates, Realty		
signature (b) (6)	SIGNATURE		
NAME OF SIGNER James P. Raisides Sr. Vice President	NAME OF SIGNER		
production and country for the country of the count			
IN PRE	SENCE OF		
SIGNATURE (b) (6)	SIGNATURE		
BETH F. HALVORSEN	NAME OF SIGNER		
(1.) (2)	TES OF AMERICA		
	NAME OF SIGNER		
SIGNATURE	STIEPHIEN M. STRUBERIZY		
	OFFICIAL TITLE OF SIGNER STANDARD FORM 2 (REV. 6/2003) BACK		
	STANDARD FÖRM 2 (REV. 6/2003) BACK		

- 9. TO HAVE AND TO HOLD the said periods with their appurtenances for a period of tent. 0) years, five (5) years firm term. The Government occupancy shall begin on or about April 1, 2007 but no later than May 1, 2007. The actual term period shall be determined by the Government and established with a Supplemental Lease Agreement (SLA). Rent shall commence with occupancy and shall be prorated by taking the rental rate per rentable square foot times the amount of square feet leased.
- 10. The Government shall pay the Lessor annual rent as follows:

YEAR 1- Is fully abated including operating expenses, tenant improvement amortization and parking.

YEAR 2-\$1,264,000.12 annually/\$105,333.34 monthly or \$16.04 per rentable square foot;

YEAR 3-\$1,405,845.52 annually/\$117,153.79 monthly or \$17.84 per rentable square foot;

YEAR 4-\$1,484,648.52 annually/\$123,720.71 monthly or \$18.84 per rentable square foot;

YEAR 5-\$1,563,451.52 annually/\$130,287.63 monthly or \$19.84 per rentable square foot;

YEAR 6-\$1,642,254.52 annually/\$136,854.54 monthly or \$20.84 per rentable square foot;

YEAR 7-\$1,642,254.52 annually/\$136,854.54 monthly or \$20.84 per rentable square foot;

YEAR 8-\$1,642,254.52 annually/\$136,854.54 monthly or \$20.84 per rentable square foot;

YEAR 9-\$1,721,057.52 annually/\$143,421.46 monthly or \$21.84 per rentable square foot;

YEAR 10-\$1,721,057.52 annually/\$143,421.46 monthly or \$21.84 per rentable square foot.

that includes a base operating cost of Appear rentable square foot and a tenant improvement allowance of \$2,467,508.25 (\$34.15 per ANSI/BOMA office area (usable) square foot) to be amortized over ten (10) years at 8%. In the event the Government terminates the lease on or after the 5th lease year with 90 days advanced written notice, the Lessor shall forfeit any remaining tenant improvement balance and no tenant improvement allowance shall accrue after the effective date of termination. If the entire tenant improvement allowance is not used, the Government shall decrease the rent accordingly. If the tenant improvements exceed the estimated tenant improvement allowance, the Government shall elect to pay lump sum or reduce the tenant improvement requirements. A Supplemental Lease Agreement (SLA) shall be prepared at occupancy to reconcile annual rent and the tenant improvement allowance. Rent for a lesser period shall be prorated. Rent is paid in arrears in accordance with the Prompt Pay Act. Rent shall be made payable by direct deposit into the financial institution of:

Gateway Harrison, Inc., an ownership entity of Los Angeles County Employee Retirement Association (LACERA) – TA Associates Realty 28 State Street 10th Floor
Boston, Massachusetts 02109

11. Commission and Commission Credit – The Lessor and the Broker have agreed to a cooperating lease commission of three percent (3%) of the aggregate gross rental consideration of the first five (5) years of the lease term. The total amount of the commission is (b) (4) The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego 37% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is (b) (4) The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$105,333.34 minus prorated Commission Credit of (b) (4) equals \$73,598.84 adjusted First Month's Rent.

Second Month's Rental Payment \$105,333.34 minus prorated Commission Credit of (b) (4) equals \$73,598.84 adjusted Second Month's Rent.

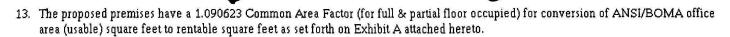
12. The space delivered shall contain a minimum of 72,255 ANSI/BOMA Office Area (usable) square feet. The space shall be computed in accordance with the Miscellaneous Section, Paragraph 3.10, ANSI/BOMA Office Area Square Feet, and upon delivery of the space and mutual field measurement. A Supplemental Lease Agreement (SLA) shall be prepared at occupancy to reconcile the amount of ANSI/BOMA Office Area (usable) and rentable square feet contained in the lease.

INITIALS:

Lessor

Government

SHEET 2A



- 14. The Lessor is to provide as part of the rental consideration 11 reserved on-site covered parking spaces for use by the Government. In addition, the Lessor is to provide availability of 340 parking spaces within two (2) blocks for use by tenant agency personnel, at tenant cost.
- 15. The base rent for operating costs is (b) (4) per rentable square foot) annually subject to annual adjustments as stated in the Miscellaneous Section, Paragraph 3.7.
- 16. In accordance with Paragraph 3.15, Adjustment for Vacant Premises, of the Lease, the rental adjustment for vacant premises is established at \$1.65 per ANSI/BOMA Office Area (usable) square feet.
- 17. In accordance with Paragraph 3.6, Percentage of Occupancy, of the Lease, for tax adjustments, the percentage of Government occupancy in the building is established at 15.3471 percent.
- 18. The cost per hour of overtime usage of the HVAC system in accordance with Services, Utilities, and Maintenance Section, Paragraph 7.3 is \$34.50 per hour.
- 19. In accordance with Paragraph 3.1 of the Lease the following Unit Cost for Adjustments are established for alterations during the first year of the Lease.

1.	The cost per linear foot of office subdividing ceiling-high partitioning	\$ 75.00 LF
2.	The cost per floor mounted duplex electrical outlet.	\$600.00 EA
3.	The cost per wall mounted duplex electrical outlet.	\$110.00 EA
4.	The cost per floor mounted fourplex (double duplex) electrical outlet.	\$600.00 EA
5.	The cost per wall mounted fourplex (double duplex) electrical outlet.	\$115.00 EA
6.	The cost per dedicated clean electrical computer receptacle.	\$250.00 EA
7.	The cost per floor mounted telephone outlet.	\$450.00 EA
8.	The cost per wall mounted telephone outlet.	\$ 60.00 EA
9.	The cost per interior door.	\$800.00 EA
10.	The cost per hour of overtime HVAC after hours and weekends.	\$ 34.50 HR

- 20. The Lessor shall provide a valid occupancy permit for the Government at time of occupancy of the space.
- 21. Both parties agree that the Lessor shall provide utilities, maintenance, janitorial supplies, and services necessary for operation of the building and day-to day activities of the tenant as part of the rental consideration.
- 22. The Lessor shall provide in writing that the building meets egress and fire alarm requirements as established by NFPA Standard 101 or equivalent. The written documentation shall address fire alarm signals, if transmitted off-site, to be in compliance with NFPA 101. For Government occupied space, the Lessor shall provide alarm notification system devices and equipment that are listed for fire alarm service by Underwriter Laboratories, or other nationally recognized testing lab and audiovisual devices (speakers/strobes) throughout the Government space which shall automatically notify occupants in the event of fire alarm in accordance with NFPA.
- 23. The Lessor shall provide the labor, material and supervision necessary to maintain the structure, roof, walls, windows, doors, and any other necessary building appurtenance to provide watertight integrity, structural soundness, and acceptable appearance.

INITIALS:

Lessor Governmen

SHEET 2B

GS-06P-60050

24. The Lessor shall furnish labor, material, and supervision necessary to maintain all mechanical and electrical equipment and systems in a satisfactory condition to provide reliable service to said systems, and to correct disturbing noises or exposures to fire and safety hazard.

All local code requirements shall be disprayed on all boilers, unfired pressure vessels, or any other items for which a certification is required.

- 25. The Lessor agrees to furnish labor, materials, equipment and supervision necessary to build out the space in accordance with the lease and construction drawings approved by the Government and prepared by the Lessor's architect in accordance with the General and Special Requirements of the SFO. The construction shall be satisfactory to the Government and finished with first class materials and workmanship. In accordance with Paragraphs 5.1 and 5.2 of the lease, the Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976 and use recycled and/or environmentally preferable products and materials where economically feasible. Any tenant improvements over \$34.15 per ANSI/BOMA office area usable square foot allowance shall be approved by the GSA Contracting Officer prior to ordering and installation and shall be paid by the Government lump sum to the Lessor. The description of these tenant improvements, amount, and terms shall be further defined by a Supplemental Lease Agreement (SLA). Payment of the lump sum items shall become due thirty (30) days after completion of the work, acceptance by the Government, and receipt of invoice from the Lessor in accordance with Prompt Payment Act. The Government reserves the right to accept or reject the lump sum item prior to the Supplemental Lease Agreement (SLA). A proper invoice must include the name of the Lessor, date, lease contract number, building address, description, price, and quantity of items delivered.
- 26. In accordance with Paragraph 9.12 of the lease, the Lessor shall provide the Government with appropriate forms, provided by the Government, to conduct background checks on contractors with routine access to Government leased space. Additionally, during initial or any future alterations of the Government space, the Government shall conduct background checks of the Lessor's contractor, or subcontractors, who will be engaged to perform alterations or emergency repairs in the Government space. During the life of the lease, the Lessor shall provide appropriate forms to conduct background checks on new employees, contractors, or subcontractors to be assigned to the Government's space and re-submit appropriate forms to conduct background checks for existing employees, contractors, or subcontractors on a 3-year basis.
- 27. The Lessor agrees to waive the right to claim for waste or damage arising from any work accomplished in connection with the initial space preparation, and waives all restoration rights for the alterations performed after initial occupancy included in the Lease.

INITIALS:

Government

SHEET 2C

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR



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KANSAS CITY, MISSOURI

NAME: Marsha Green

TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SFO NO 5MO0111 5/24/2006 INITIALS:

LESSOR

GOVI

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately 83,000-85,000 rentable square feet of space. The rentable space shall yield 72,255 ANSI/BOMA Office Area (previously Usable) square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
 - narrow column spacing:
 - 2. atriums, light wells, or other areas interrupting contiguous spaces;
 - 3. extremely long, narrow runs of space;
 - 4. irregular space configurations; or
 - 5. other unusual building features.
 - The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offerer will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION

Central Business District, Kansas City, Missouri, bound as follows:

North & East

area bounded by Prospect, Independence Avenue, I-35, the Missouri River and Broadway

South

27th Street

West

State Line

1.3 LOCATION: INSIDE CITY CENTER (SEP 2000)

CITY CENTER NEIGHBORHOOD:

- Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
- 2. Parking.
 - The Government requires a minimum of eleven (11) on-site reserved parking spaces for visitors and Government vehicles. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements. Additionally 340 parking spaces shall be available within 2 blocks for client agency personnel.
- 3.
 - A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within 3 blocks or less. Other employee services, such as retail shops, cleaners, banks, regularly scheduled public transportation service, public parking etc., shall be located within 3 blocks.

1.4 UNIQUE REQUIREMENTS

- Minimum of eleven (11) on-site reserved parking spaces for visitors and Government vehicles
- Space must conform to Government fire and life safety, and handicap accessibility.

LEASE TERM (SEP 2000)

The space is required ninety (90) days after receipt of approved Government layout drawings. The lease term is for ten (10) years, five (5) years firm. GSA may terminate this lease after the 5th lease year on ninety (90) days written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

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1.6 OFFER DUE DATE

Offers are due by June 20, 2006 and shall remain open until Award.

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1.7 OCCUPANCY DATE (SEP 2000)
Occupancy is required January 1, 2007.

1.8 HOW TO OFFER (SEP 2000)

A. Offers shall be submitted to the GSA's Broker Representative at:

Trammell Crow Company Attn: Maria Kobe 8444 Westpark Drive, Suite 320 McLean, Virginia 22102

- B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.
 - 1. SFO.
 - 2. SFO Attachments:
 - a. Certificate of Seismic Compliance
 - b Prelease Fire Protection and Life Safety
 - c. Disclosure of Contractor Access to Offeror's Proprietary Information
 - d. Special Requirements (if applicable)
 - 3. GSA Form 1364A, Proposal to Lease Space.
 - 4. Rate Structure Attachment to 1364A
 - 5. GSA Form 1217, Lessor's Annual Cost Statement.
 - 6. GSA Form 3517B, General Clauses.
 - 7. GSA Form 3518A, Representations and Certifications.
 - 8. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.
 - a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within ten (10) days.
 - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
 - 9. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
 - 10. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.
 - 11. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
 - 12. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

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- 13. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), Restriction on Disclosure and Use of Data.

E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

- Rate structure required from subparagraph B shall include the following:
 - A lease rate per rentable and usable square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
 - The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost Tenant Improvements shall be all alterations for the per usable and rentable square foot per year. Government-demised area above the building shell buildout. The Tenant Alteration Allowance shall be \$34.15 per ANSI/BOMA Office Area (usable) square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
 - A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
 - A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

1.9 **BUILDING SHELL REQUIREMENTS (SEP 2000)**

- A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:
 - 1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stainwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
 - 2. Accessibility Requirements. Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with both the ADAAG and the UFAS and shall be installed and coordinated with Tenant Improvements. Refer to the "Accessibility" paragraph and the "Accessibility and Seismic Safety" paragraph in the AWARD FACTORS section of this SFO.
 - 3. Ceilings. A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
 - 4. Doors. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
 - 5. Partitions. Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

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- 6. Flooring. All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
- 7. Plumbing. The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
- 8. HVAC. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
- 9. Electrical. Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
- 10. Lighting. Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
- 11. Safety and Environmental Management. Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with both the ADAAG and the UFAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
- 12. Telephone Rooms. Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
- All of the above improvements are described in more detail hereinafter in this SFO.

TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517B, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.

1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
 - The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate
 - The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the
 - If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

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Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

BROKER COMMISSION AND COMMISSION (AUGUST 2005)

A. For the purposes of this SFO, Trammell Crow Company (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The Government expects that its broker will be paid a fair market commission on any specific transaction on the same basis as any local business brokerage custom and practice. The Broker will pursue any commission in connection with this lease transaction that it normally would be entitled to pursuant to local business practices, based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that any commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the offeror shall disclose the commission to be paid to both the Offeror's agent and the governments' agent.

- B. For the benefit of the Government, the Broker has agreed to forego thirty-seven percent (37%) of any commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the "Commission Credit') shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.
- C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of any commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative, Trammell Crow). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable and usable square foot and a breakout of the "base" price per rentable and usable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area (usable) square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area (usable) square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area (usable) square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area (usable)) square foot to a composite annual ANSI/BOMA Office Area (usable) square foot price, as follows:

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- Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
- Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
- Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted
 from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the
 first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross
 rent.
- 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
- If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
- 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
- 7. To the gross PVC will be added:
 - The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area (usable) square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - The cost of relocation of furniture, telecommunications, data, replications costs, and other move-related costs, if applicable.
- The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area (usable) per square foot present value of the offer for price evaluation purposes.

1.16 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
 - 1. Standard Form 2 U.S. Government Lease for Real Property,
 - 2. required clauses,
 - 3. required certifications and representations,
 - the pertinent provisions of the offer, and
 - 5. the pertinent provisions of the SFO
 - Scaled Drawing of the space.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.17 LABOR STANDARDS (AUG 2003)

A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following

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to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: http://www.amet.gov/far/

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

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- 52,222-6 Davis-Bacon Act
- Withholding of Funds 52.222-7
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

AWARD FACTORS

ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000) 2.1

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below, and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. The following UFAS provisions are clearly more stringent than the ADAAG:
 - Work Areas. The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
 - Work Surface Scoping. The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
 - 3. No Elevator Exception. The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
 - Entrances in Multi-Grade Buildings. The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2.(8); ADAAG 4.1.3(8)]
 - Elevator Controls. The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]

C. FULL COMPLIANCE:

- "Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
- 2. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the

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building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

- FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
- Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

	Model Building Seismic Design Provisions			
BUILDING TYPE'	BOCA"	SBCCi ¹⁸	UBC ¹⁶	
Wood Frame, Wood Shear Panels (Type W1 and W2)2	1992	1993	1976	
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976	
Steel Moment Resisting Frame (Type S1 and S1A)	A	**	1994	
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988	
Light Metal Frame (Type S3)				
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976	
Reinforced Concrete Moment Resisting Frame (Type C1)3	1992	1993	1976	
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976	
Steel Frame with URM Infill (Type S5 and S5A)	•		•	
Concrete Frame with URM Infill (Type C3 and C3A)	•		±."	
Tilt-up Concrete (Type PC1 and PC1A)	•	•	1997	
Precast Concrete (Type PC2 and PC2A)	*	· ·	T*	
Reinforced Masonry (Type RM1)	•	*	1997	
Reinforced Masonry (Type RM2)	1992	1993	1976	
Unreinforced Masonry (Type URM) ⁵	•	•	1991 ⁵	
Unreinforced Masonry (Type URMA)	*	1.	•	

- Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- Buildings on hillside sites shall not be considered Benchmark Buildings.
- Flat Slab Buildings shall not be considered Benchmark Buildings.
- Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- Refers to the UBCB Section of the UBC.
- Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- No Benchmark year, building shall be evaluated using FEMA-310.
- Local provisions shall be compared with the UBC.

BOCA SBCCI Building Officials and Code Administrators, National Building Code.

UBC

Southern Building Code Congress International, Standard Building Code. International Conference of Building Officials, Uniform Building Code.

- c. Section 1.3.2, Leased Buildings, shall be revised as follows:
 - i. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
 - (a) The leased space is less than 10,000 square feet AND
 - (b) The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s, is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S₁, is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
- d. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
- e. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

D. SUBSTANTIAL COMPLIANCE:

1. In accordance with both the ADAAG and the UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms.

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2. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

E. LESS THAN SUBSTANTIAL COMPLIANCE:

In accordance with both the ADAAG and the UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

- At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
- If parking is provided, then accessible spaces shall be included.
- 3. Accessible toilet rooms shall be provided as follows:
 - a. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - b. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - d. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, accessible unisex toilet room(s) shall be provided in the building.
- F. If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

- A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price atterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.
 - 1. The cost per linear foot of office subdividing ceiling-high partitioning.
 - 2. The cost per floor-mounted duplex electrical outlet.
 - 3. The cost per wall-mounted duplex electrical outlet.
 - 4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
 - The cost per wall-mounted fourplex (double duplex) electrical outlet.
 - 6. The cost per dedicated clean electrical computer receptacle.
 - 7. The cost per floor-mounted telephone outlet.
 - 8. The cost per wall-mounted telephone outlet.
 - The cost per interior door.
 - 10. HVAC Overtime rate per hour.

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3.2 TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000)

- A. The Lessor is required to provide cost or pricing data in conjunction with the Tenant Improvements as specified by the Government in GSA Form 3517B, General Clauses.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
 - The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements.
 - This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
 - The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 - 3. No building shell items shall be included in the competitive proposal.
 - A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
 - 5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
 - 6. The Government shall be represented at all negotiation sessions between the Lessor and potential contractors.
 - The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
 - 8. The Lessor shall complete the competition and the cost proposal process in 10 working days or less from the date of issuance of completed construction documents. This will be considered the first 10 working days of the 20 days allotted to "Review of Working/construction Drawings." Refer to the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
 - Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
 - 10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

3.3 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517B, General Clauses, 552.232-25, Prompt Payment (Deviation FAR 52.232-25), and 552.232-70, Invoice Requirements, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.4 ALTERNATE PROPOSALS

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
 - 1. itemized costs for lump sum payment not to be included in the rental rate and
 - 2. a rental rate which includes the costs of these items.
- B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

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3.5 **TAX ADJUSTMENT (SEP 2000)**

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517B, General Clauses, 552.232-75, Prompt Payment) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
 - In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY. The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 - In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor, a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The percentage of occupancy and lot/parcel identification for the property shall be established in a subsequent Supplemental Lease Agreement (SLA) after award.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the

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3.6 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.7 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the (b) (7)(F) revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the (b) (7)(F) Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.8 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.9 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.10 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.11 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.12 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

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3.13 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of one day's rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

3.14 VENDING FACILITIES (SEP 2000)

- A. Approximately 500 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.
- B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.15 ADJUSTMENT FOR VACANT PREMISES, GSAR 552,270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.16 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

- Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such
 commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years;
 annual percentage rate; and length of loan commitment.
- The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
- The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
- 4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
- 5. Evidence of ownership or control of site.

B. AFTER AWARD:

Within 30 days after award, the successful Offeror shall provide to the Contracting Officer evidence of:

- 1. A firm commitment of funds in an amount sufficient to perform the work.
- 2. Award of a construction contract for Tenant Improvements with a firm completion date.
- 3. Issuance of a building permit covering construction of the improvements.

3.17 CONSTRUCTION SCHEDULE

- A. Within 15 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 30 days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

3.18 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into six tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings; 4) the Government's review of the working/construction drawings; 5) the Lessor's construction of the subject leased area; and 6) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below.

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References to working days shall be based upon a 5-day work week (Monday through Friday, exclusive of federal holidays). References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

- 1. The Lessor shall prepare, at the Lessor's expense, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within 30 working days from award.
- 2. Review. The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 10 working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 10 working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 14 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within 10 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have 10 working days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review. Upon complete Government review for conformance of the working/construction drawings to the design intent drawings. A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR, and the Lessor shall obtain the necessary permits and shall commence construction of the space. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

E. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 120 working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, or consultants acting on behalf of the Government with regard to this project.

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F. ACCEPTANCE OF SPACE:

15 days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 7 working days to inspect and to either accept or reject the subject space.

- Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
- Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy.

G. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Section 1.7 "Occupancy Date".

H. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

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After start of construction, at the Government's discretion, the successful Offeror shall conduct regularly scheduled construction meetings and/or submit written progress reports at intervals of thirty (30) days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

GENERAL ARCHITECTURE 4.0

QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

CONSTRUCTION WASTE MANAGEMENT (SEP 2000) 4.2

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - 1. ceiling grid and tile;

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- 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
- 3. duct work and HVAC equipment;
- 4. wiring and electrical equipment;
- 5. aluminum and/or steel doors and frames;
- 6. hardware;
- 7. drywall:
- 8. steel studs;
- 9. carpet, carpet backing, and carpet padding;
- 10. wood;
- 11. insulation:
- 12. cardboard packaging;
- 13. pallets;
- 14. windows and glazing materials;
- 15. all miscellaneous metals (as in steel support frames for filing equipment); and
- 16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable

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temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/(ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stainways, and core areas, shall be provided to the Contracting Officer.

4.9 CAD AS-BUILT FLOOR PLANS (SEP 2000)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.10 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.11 EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.12 WINDOWS (SEP 2000)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.13 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

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ARCHITECTURAL FINISHES 5.0

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
 - the cost of the recommended product is unreasonable;
 - 2 inadequate competition exists;
 - 3. items are not available within a reasonable period of time; and
 - items do not meet the SFO's performance standards. 4

5.2 **ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)**

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web sile, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
 - contain recycled material, are biobased, or have other positive environmental attributes;
 - 2. minimize the consumption of resources, energy, or water;
 - 3. prevent the creation of solid waste, air pollution, or water pollution; and
 - 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT AND FINISHES

- All required finish selection samples shall be provided within 15 days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 15 days after receipt of plans and samples, whichever is later.
- B. All building finishes shall be for first class, modern space.
- LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)
 - A. All building finishes shall be for first class, modern space.
 - B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 4 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 15 working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency(ies), a selection of ONE color board shall be made within 15 working days, and unless otherwise specified prior to lease award, the Offeror may assume that ONE color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

WOOD PRODUCTS (SEP 2000) 5.5

- For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

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5.6 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.7 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.8 CEILINGS (SEP 2000)

- A. Ceilings shall be at least 9 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. Restrooms. Plaster or pointed and taped gypsum board.
 - Offices and Conference Rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. Corridors and Eating/Galley Areas. Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.9 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

- Physical Requirements.
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
 - Replacement. All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be
 replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or
 permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or
 permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

- In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less that 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy

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by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

C. SAMPLES:

The Lessor shall provide at least 8 samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.10 PAINTING (SEP 2000)

A. BUILDING SHELL

- The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
- 2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

- Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
- 2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
- Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
- If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.11 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

- Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those
 provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be
 installed in a manner which prevents removal when the door is closed and locked.
- 2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.12 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.13 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.14 DOORS: HARDWARE (NOV 2005)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

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B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public comidors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

5.15 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.16 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.17 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, Life Safety Code.

5.18 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

- Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the
 expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to
 provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined
 by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a
 smoke development rating of 50 or less (ASTM E-84).
- HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.19 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

- Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by
 the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall
 be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the
 Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in
 telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an
 equivalent pre-approved by the Contracting Officer.
- Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

- Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - backing or underlayment is exposed;

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- b. there are noticeable variations in surface color or texture; or
- c. tears and tripping hazards are present.
- Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

- Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.
- Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

- Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
- The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
- If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

F. SAMPLES:

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of 4 different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

5.20 CARPET: BROADLOOM (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

- Pile Yam Content. Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin.
- Environmental Requirements. The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
- 3. Carpet Pile Construction. Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
- Pile Weight. Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.
- 5. Secondary Back. The secondary back shall be jute or synthetic fiber for glue-down installation.
- Density. The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends
 and combinations with a minimum of 4,500.
- Pile Height. The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.21 CARPET TILE (SEP 2000)

- A. Any carpet to be newly installed shall meet the following specifications:
 - Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
 - 2. Environmental Requirements. The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
 - 3. Carpet Pile Construction. Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.

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- 4. Pile Weight. Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
- Secondary Back. The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
- 6. Total Weight. Total weight shall be a minimum of 130 ounces per square yard.
- Density. The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
- 8. Pile Height. The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
- 9. Static Buildup. Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
- 10. Carpet Construction. Carpet construction shall be a minimum of 64 tufts per square inch.

5.22 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

- Reverberation Control. Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
- Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
- Noise Isolation. Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms

NIC 40

b. Offices

NIC 35

Testing.

- a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
- The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.23 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

5.24 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.25 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

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6.0 MECHANICAL ELECTRICAL PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

- Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 150 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- 2. Each main toilet room shall contain the following equipment:
 - a. a mirror above the lavatory;
 - a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
 - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
 - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
 - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
 - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
 - g. a disposable toilet seat cover dispenser; and
 - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.
- B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA
Office Area square feet of office space in a ratio of forty (40%) percent men and sixty (60%) percent women.

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2. Refer to the schedule separately for each sex.

	NUMBER OF MEN*WOMEN		WATER CLOSETS	LAVATORIES	
1	•	15	1	1	
16		35	2	2	
36	-	55	3	3	
56	((=)	60	4	3	
61	•	80	4	4	
81	•	90	5	4	
91	•	110	5	5	
111	-	125	6	5	
126	*	150	6	**	
	> 150)	***		

- In men's facilities, urinals may be substituted for 1/3 of the water closets specified.
- ** Add one lavatory for each 45 additional employees over 125.
- Add one water closet for each 40 additional employees over 150.

3 For new installations:

- a. Water closets shall not use more than 1.6 gallons per flush.
- b. Urinals shall not use more than 1.0 gallons per flush.
- c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

- Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not
 be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours.
 Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field
 Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- 5. Equipment Performance. Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
- 6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum-type return air system is employed;

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- the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
- following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance e. (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne
- Insulation. All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall 9. make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

Zone Control. Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 **VENTILATION (SEP 2000)**

- During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 - an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 - the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all 2. environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.
- **VENTILATION: TOILET ROOMS (DEC 1993)** 6.9

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 **ELECTRICAL: GENERAL (SEP 2000)**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

ELECTRICAL: DISTRIBUTION (SEP 2000) 6.11

A. BUILDING SHELL:

- Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 henz electric service available.
- Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
- 3. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent.

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B. TENANT IMPROVEMENT INFORMATION:

- All electrical, telephone, and date outlets within the Government-demised area shall be installed by the Lessor at the
 expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in
 accordance with NFPA Standard 70, or local code, whichever is more stringent.
- All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
- 3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

- 1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
- Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 - b. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - c. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - d. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
- Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

- The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- 2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
- 3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
- 4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

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B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.15 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

- The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wining and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
- 2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
- 3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
- 4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18 ELEVATORS (SEP 2000)

A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, Inspectors' Manual for Elevators. All elevators shall meet both the ADAAG and the UFAS requirements.

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C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

LIGHTING: INTERIOR AND PARKING (NOV 2005)

A. BUILDING SHELL:

- The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other
 - Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stainwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. A minimum of 1 foot-candle of Illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against
 - Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
 - Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

SERVICES, UTILITIES, MAINTENANCE: GENERAL 7.1

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2 **NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 6 a.m. to 5 p.m. except Saturdays, Sundays, and federal holidays.

7.3 OVERTIME USAGE (SEP 2000)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.

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- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517B, General Clauses, 552.232-75, Prompt Payment, and 552.232-70, Invoice Requirements (Variation), apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.6 JANITORIAL SERVICES (SEP 2000)

 Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- 1. use products that are packaged ecologically;
- use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
- 3. minimize the use of harsh chemicals and the release of irritating fumes.
- 4. Examples of acceptable products may be found at http://pub.fss.gsa.gov/environ/clean-prod-catalog.html.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.
 - 1. Daily. Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
 - 2. Three Times a Week. Sweep or vacuum stairs.
 - Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
 - Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
 - Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
 - Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
 - 7. Three Times a Year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
 - 8. Twice a Year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

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- Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- 10. Every Two Years. Shampoo carpets in all offices and other non-public areas.
- 11. Every Five Years. Dry clean or wash (as appropriate) all draperies.
- 12. As Required. Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace wom floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.7 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.8 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

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- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems.

E. Definitions:

- "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, Installation of Sprinkler Systems. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
- "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based
 upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by
 automatic sprinkler systems.

8.4 FIRE ALARM SYSTEM (MAY 2005)

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, National Fire Alarm Code. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

- A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., "wapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- B. Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.
- D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time-weighted average (TWA 8-hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

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- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

- 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
- Testing sequence. The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
- 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

- 1. Program Initiation and Procedures.
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
- The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program.
 The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
- All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up
 measurement, shall be provided by the Lessor at no additional cost to the Government.
- 4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

Standard Test. Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so
that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon
Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP
to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon

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measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517B, General Clauses, 552.270-8, Compliance with Applicable Law. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12 OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

9.0 LEASE SECURITY STANDARDS

9.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

- 1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
- The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
- 3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
- 4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
- 5. [b)(7)(a) requirements have been incorporated into the paragraphs entitled, Lighting: Interior and Parking, and Doors: Hardware as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

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9.3 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

9.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

9.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

9.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

9.9 EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

9.10 BUILDING SECURITY PLAN (NOV 2005)

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

9.11 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

9.12 BACKGROUND SECURITY CHECKS (NOV 2005)

Background Security Checks for Contract Service Personnel:

- A. The Government will conduct background checks on contractors with routine access to Government leased space.
- B. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.
- C. The Contracting Officer will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated).

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SFO NO 5MO0111 5/24/2006 representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.

D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

9.13 ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)

- A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises.
- B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

9.14 ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.

9.15 ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)

Magnetometers and X-ray machines are required at public entrances and will be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.

9.16 ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005)

All mail and packages entering the building will be subject to x-ray screening or visual inspection by armed security guards provided by the Government. Appropriate space shall be made available for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment.

9.17 ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)

When the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes.

9.18 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

9.19 ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.

9.20 ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.

9.21 ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.

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9.22 OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)

The Government requires acceptable Government-issued photo ID for all building occupants upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary.

9.23 OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)

- A. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. Public entrances and lobby space shall be made available for visitor control and screening equipment.
- B. Visitor control and screening is required throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening.

9.24 SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)

- A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall either relocate, extend, or secure intakes as described below:
 - Outdoor air intakes shall be relocated. The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above
 grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For
 increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be
 completely free of trash, debris or any other matter.
 - 2. Outdoor air intakes shall be extended. If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.
 - 3. A security zone around outdoor air intakes shall be established. When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.
- SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005) To prevent widespread dispersion of a contaminant released within lobbies, mailrooms, and loading docks, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. Any re-engineering of HVAC systems shall be estimated and costs identified to the Contracting Officer beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally-operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling.

9.26 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

9.27 SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

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9.28 PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:

The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.

B. Arrange for Employee Parking after Normal Working Hours:

The Lessor will allow employee parking in/near the building after normal working hours.

C. Accessibility to Official Government Vehicles:

Public accessibility to official Government vehicles shall be limited through fencing or other means.

D. Identification of Parking Areas:

Government parking areas or spaces shall be assigned and marked as "reserved."

E. Inspection of Parking Areas:

The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.

F. Post Signs and Arrange for Towing of Unauthorized Vehicles: TENANT IMPROVEMENT

Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected.

G. ID System and Procedures for Authorized Parking: TENANT IMPROVEMENT

An ID system for authorized parking shall be provided by the Lessor, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.).

9.29 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)

The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

- 9.30 CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005) When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.
- 9.31 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)
 - A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,
 - B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings.
- 9.32 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

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GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517B at http://www.gsa.gov/leasingform.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."

2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
02.12.0.12	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
PERFORMANCE	10	552.270-17	Delivery and Condition (SEP 1999)
	11	552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
	12	552.270-19	Progressive Occupancy (SEP 1999)
	13	552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
	14	552.270-6	Maintenance of Building and Premises—Right of Entry (SEP 1999) (Variation)
	15	552.270-10	Failure in Performance (SEP 1999)
	16	552.270-22	Default by Lessor During the Term (SEP 1999)
	17	552.270-7	Fire and Casualty Damage (SEP 1999)
	18	552.270-8	Compliance with Applicable Law (SEP 1999)
	19	552.270-12	Alterations (SEP 1999)
	20	552.270-29	Acceptance of Space (SEP 1999) (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over \$2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

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STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over \$100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995) (Applicable to leases over \$100,000 average net
	30	52.223-6	annual rental, including option periods.) Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over \$100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (Applicable when cost or pricing data are required for
			work or services over \$500,000.)
	33 34	552,270-13 552,270-14	Proposals for Adjustment (SEP 1999) Changes (SEP 1999) (Variation)
	34	002.210-14	Orlanges (OEF 1999) (Variation)
AUDITS	35 36	552.215-70 52.215-2	Examination of Records by GSA (FEB 1996) Audit and Records—Negotiation (JUN 1999)
	30	52.215-2	Addit and Records—Negotiation (3014 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over \$10,000.)
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
			(Applicable to leases over \$10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over \$10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible
			Veterans (DEC 2001)
	42	52.222-36	(Applicable to leases over \$25,000.) Affirmative Action for Workers with Disabilities
			(JUN 1998) (Applicable to leases over \$10,000.)
	43	52.222-37	Employment Reports on Special Disabled Veterans,
			Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
			(Applicable to leases over \$25,000.)
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When
CODOCITIONOTING	7.7	02.200 0	Subcontracting With Contractors Debarred,
			Suspended, or Proposed for Debarment (JAN 2005) (Applicable to leases over \$25,000.)
	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
			(Applicable when the clause at FAR 52.215-10 is applicable.)
	46	52.219-8	Utilization of Small Business Concerns (MAY 2004)
			(Applicable to leases over \$100,000 average net annual rental, including option periods.)
	47	52.219-9	Small Business Subcontracting Plan (JUL 2005)
	48	52.219-16	(Applicable to leases over \$500,000.) Liquidated Damages—Subcontracting Plan
			(JAN 1999) (Applicable to leases over \$500,000.)
			(Applicable to leases over \$500,000.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GSA STANDARDS OF CONDUCT

The purpose of this letter is to bring to your attention, as a prospective GSA contractor, the revised GSA Standard of Conduct. These were published in the Federal Register on December 22, 1979. They are applicable to all GSA employees.

In issuing the revised GSA Standards of Conduct, the Administrator of General Services informed employees that:

We not only have to comply with the minimum standards of ethical conduct, we must conduct our official duties in a manner beyond suspicion or reproach.

The casual lunch or dinner with a contractor with whom we do business may not, in the minds of GSA employees, influence them; however, it is the avoidance of even the perception of wrongdoing that is important.

Our unquestioned integrity in dealing with day-to-day tasks can do much to restore our credibility in the minds of the American taxpayers.

In addition to covering the situations where there may be an actual conflict of interest, the Standards prohibit GSA employees from activities that might even be perceived as involving a conflict of interest or favoritism. As stated in the standard:

Those who represent the Government in business dealings have positions of trust and grave responsibility that require them to observe the highest ethical standards. Practices that may be customary in the private business world are not necessarily acceptable for GSA personnel, who are held t a higher stand of public trust.

GSA employees may not accept gratuities, even of nominal value. The philosophy stated in the Standards is that:

Acceptance of gratuities (no matter how innocently tendered or received) from those who have r seek business dealing with GSA may be a source of embarrassment to the recipient, and may impair public confidence in the integrity of the conduct of the Government's business. It is emphasized that prohibited conflicts and apparent conflicts of interest can sometimes arise even from relationships and transactions that the persons concerned perceived as inconsequential.

A gratuity is very broadly defined:

"Gratuity" means any gift, favor, entertainment, hospitality, transportation, loan, or any other tangible thing, and intangible benefit (for example, a discount, passes, or promotional vendor training) given to or on behalf of GSA employees or their spouses, minor children, or households, for which fair market value is not paid by the recipient or the U.S. Government.





REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property) Solicitation Number 5MO0111

Dated 11/6/06

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- The North American Industry Classification System (NAICS) code for this acquisition is 531190.
 - (2)The small business size standard is \$17.5 Million.
 - (3)The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - The Offeror represents as part of its offer that it [1] is not a small business (1)
 - (2)[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it [] is, [V] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - [Complete only if the Offeror represented itself as a small business concern in paragraph (3)(b)(1) of this provision.] The Offeror represents as part of its offer that it [] is, [💥 is not a women-owned small business concern.
 - [Complete only if the Offeror represented itself as a small business concern in paragraph (4)(b)(1) of this provision.] The Offeror represents as part of its offer that it [] is, [1] is not a veteran-owned small business concern.
 - [Complete only if the Offeror represented itself as a veteran-owned small business (5)concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it [] is, [is not a service-disabled veteran-owned small business concern.

[Complete only if the Offeror represented itself as a small business concern in paragraph (6)

(b)(1) of this provision.] The Offeror represents, as part of its offer, that-

It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

It [] is, [V] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small concern or concerns that are participating in the joint .] Each HUBZone small business concern venture: participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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"Service-disabled veteran-owned small business concern"-

- Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
 - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

Be subject to administrative remedies, including suspension and debarment; and
 Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

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3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that-

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, N has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52,222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that-

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) The Offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [insert full name of person(s) in the Offeror's organization responsible for determining the

name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

James P. Raisides Sr. Vice President

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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

Federal agency;

- (i) The Offeror and/or any of its Principals—

 (A) Are [] are not [V] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any
 - (B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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- (C) Are [] are not [] presently indicted for, or enerwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

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	(d)	Taxpayer Identification Number (TIN).				
		TIN: TIN has been applied for. TIN is not required because: Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;				
		 Offeror is an agency or instrumentality of a foreign government; Offeror is an agency or instrumentality of the Federal government; 				
	(e)	Type of organization.				
	a x	[] Sole proprietorship; [] Government entity (Federal, State, or local); [] Partnership; [] Foreign government; [] International organization per 26 CFR 1.6049-4; [] Other				
	(f)	Common Parent.				
i		 Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and TIN of common parent: 				
		Name				
		TIN				
9.	52 20	-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)				
	(a) The Offeror shall enter, in the block with its name and address on the cover page of it the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+ identifies the Offeror's name and address exactly as stated in the offer. The DUNS number a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS replus a 4-character suffix that may be assigned at the discretion of the Offeror to estadditional CCR records for identifying alternative Electronic Funds Transfer (EFT) across Subpart 32.11) for the same parent concern.					
	(b)	If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.				
	(Secu-	 (1) An Offeror may obtain a DUNS number— (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. 				
		(2) The Offeror should be prepared to provide the following information: (i) Company legal business name. (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized. (iii) Company physical street address, city, state and zip code. (iv) Company mailing address, city, state and zip code (if separate from physical). (v) Company telephone number. (vi) Date the company was started. (vii) Number of employees at your location. (viii) Chief executive officer/key manager. (ix) Line of business (industry). (x) Company Headquarters name and address (reporting relationship within your entity).				
		 (viii) Chief executive officer/key manager. (ix) Line of business (industry). (x) Company Headquarters name and address (reporting relations) 				

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10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS#

(b) (4)

11. CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at http://www.ccr.gov. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active. Yes [] No [] Will register 1

OFFEROR OR AUTHORIZED REPRESENTATIVE

NAME, ADDRESS (INCLUDING ZIP CODE)

TA Associates Realty

28 State St.

Boston, MA 02109

(b) (6)

James P. Raisides

Sr. Vice President

INITIALS:

LESSOR

GOVERNMENT

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The value of a gratuity is not determinative. Therefore, GSA employees may not accept even such advertising materials as calendars, note pads, or pens. Discounts available to the general public or to large classes of the general public may be accepted.

Other restrictions which affect a GSA employee's dealings with contractors may be summarized as follows:

- 1. GSA employees must disqualify themselves from any official activities that might affect firms in which they have a financial interest, even though such interest may be very small.
- 2. They are to avoid personal relationships which might give the appearance of favoritism toward anyone with whom they are doing official business.
- 3. They may not accept personal reimbursement of expenses from contractors.
- 4. They may not accept outside employment from any person or organization which may be in a position to gain advantage in dealings with the Government through the exercise of that employee's official duties. They may not have official dealings on behalf of GSA with any contractor in whom they or their spouse, minor children or any member of their immediate household has a financial interest.
- 5. They must not recommend or suggest the use of any non-Government person offering services as an intermediary, consultant, agent, etc., for the purpose of assisting in business with GSA.
- 6. They are required to report the receipt of any unsolicited gratuity to the GSA Inspector General for possible investigation.

The foregoing is illustrative of what GSA expects of its employees. As you can see, the conduct of GSA employees is restricted more severely than many of the persons with whom your firm may have contact. Therefore, it would be helpful to your employees and ours that your staff be familiar with these restrictions. It is suggested that a copy of this letter be made available to all your employees and subcontractors having contact with GSA.

A copy of the complete text of the GSA Standards of Conduct is available upon request from:

GSA Regional Counsel (6L) 1500 East Bannister Road Kansas City, MO 64131

Thank you for your cooperation in abiding by the standards in all your dealings with GSA.

LESSOR GOVER